



DAVID SANDERS, PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

July 8, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENTS TO AGREEMENTS WITH NATIONAL
FAMILY LIFE AND EDUCATION CENTER FOR THE PROVISION OF ALTERNATIVE
SERVICES FOR YOUTH TO 14 AND 15 YEAR OLD FOSTER YOUTH
(All Supervisorial Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Amendment Number One to Agreement Number 74156 (Attachment A) with National Family Life and Education Center to provide Alternative Services for Youth (ASFY) services through the Opening Avenues to Stay in School (OASIS) Program to the Department of Children and Family Services' 14 and 15 year old foster youth, effective upon Board approval, through March 31, 2005. The current Agreement has an annual maximum cost of \$96,928 and a Maximum Contract Sum not to exceed \$242,320. The cost is financed 100% through federal Independent Living Program (ILP) funds at no net County cost (NCC). Funding for ASFY services are included in the Department's FY 2003-04 Adopted Budget. There will be no additional cost due to the admission of 14 and 15 year olds into the program.
2. Approve and instruct the Chair to sign the attached Amendment Number One to Agreement Number 74157 (Attachment B) with National Family Life and Education Center to provide ASFY services through the Rites of Passage (ROP) Program to the Department of Children and Family Services' 14 and 15 year old foster youth, effective upon Board approval, through March 31, 2005. The current Agreement has an annual maximum cost of \$388,674 and a Maximum Contract Sum not to exceed \$971,685. The cost is financed 100% through federal ILP funds at no NCC. Funding for ASFY services are included in the Department's FY 2003-04 Adopted

Budget. There will be no additional cost due to the admission of 14 and 15 year olds into the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ASFY services prepare youth for emancipation by providing assistance in completing education, furthering educational opportunities beyond emancipation, developing organizational and life skills and teaching conflict management. Approval of the recommended actions would enable at-risk foster youth ages 14 and 15 to enroll in the program. Any delay in the recommended action would continue to preclude 14 and 15 year old at-risk foster youth from gaining the requisite knowledge and skills to emancipate successfully from the foster care system.

The ASFY programs collectively provide enhanced educational opportunities and support to approximately 340 youth annually. The OASIS Program provides services to 90 youth annually and the ROP Program provides services to 250 youth annually. The total number of youth served will not change with approval of the recommended actions.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan. Efforts to improve the health, safety and survival, emotional and social well-being of children and families in Los Angeles County are consistent with Goal #1-Service Excellence, and Goal #5-Children and Families' Well-Being.

FISCAL IMPACT/FINANCING

The cost of the current ASFY OASIS Agreement is \$96,928 annually with a Maximum Contract Sum not to exceed \$242,320. The cost of the current ASFY ROP Agreement is \$388,674 annually with a Maximum Contract Sum not to exceed \$971,685. The cost of both programs is financed 100% through federal ILP funds at no NCC. Funding for ASFY services is included in the Department's FY 2003-04 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In evaluating 2002 General Relief Ineligible data, DCFS found that approximately 300 youth over 18 years of age throughout Los Angeles County did not successfully emancipate. This problem has been attributed to youth not completing their educational goals (high school diploma or G.E.D.) and/or not qualifying for the ILP emancipation housing programs available to them because of behavioral misconduct. By enrolling foster youth in ASFY at 14 and 15 years of age instead of waiting until they are at least 16, foster youth will have better training and education to make the transition into self-sufficient adulthood.

Your Board approved the ASFY OASIS and ROP Agreements on September 17, 2002 to be effective October 1, 2002 through March 31, 2005. The Agreements will expire March 31, 2005, unless terminated earlier as provided for in the Agreements.

The attached Amendments include all new Board mandated provisions currently not included in the Agreements such as the provision where Contractor shall have no claim against the County for services performed after the expiration of the Agreement and the Safely Surrendered Baby Law provisions.

The Contractor is in compliance with all Board, Chief Administrative Office (CAO) and County Counsel requirements. The CAO has reviewed and approved this Board Letter. County Counsel has reviewed this Board letter and approved the attached Amendments as to form.

CONTRACTING PROCESS

The recommended action amends two existing contracts. There was no contracting process involved in these Amendments.

IMPACT ON CURRENT SERVICES

Approval of the attached Amendments will expand vital educational, vocational, and life skills training opportunities to 14 and 15 year old foster youth and help them become better prepared for emancipation and adulthood.

CONCLUSION

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Office/Clerk of the Board send an adopted stamped Board Letter and attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Manager
Contracts Administration
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. County Counsel, Edelman's Children's Court
Attention: Rose Belda, Principal Deputy County Counsel
201 Centre Plaza Drive, Suite 1
Monterey Park, CA 91754

The Honorable Board of Supervisors

July 8, 2003

Page 4

3. National Family Life and Education Center
Attention: Charles L. Johnson
5711 Slauson Ave., Suite 240
Culver City, CA 90230

Respectfully submitted,

DAVID SANDERS, PH.D.
Director

DS:WC:rl

Attachments (2)

c: Chief Administrative Officer

**AMENDMENT NUMBER ONE
to
Agreement Number 74156 with
National Family Life and Education Center
for
Alternative Services for Youth
OPENING AVENUES TO STAY IN SCHOOL
(OASIS) Program**

**AMENDMENT NUMBER ONE
To Agreement Number 74156 with
National Family Life and Education Center
for Alternative Services for Youth
OPENING AVENUES TO STAY IN SCHOOL (OASIS) Program**

THIS AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74156 ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, HEREFTER "COUNTY", AND NATIONAL FAMILY LIFE AND EDUCATION CENTER, HEREFTER "CONTRACTOR", FOR PROVISION OF ALTERNATIVE SERVICES FOR YOUTH DATED SEPTEMBER 17, 2002 AND AMENDED THIS ____ DAY OF _____ 2003.

WHEREAS, the purpose of this Amendment is to make participation in the Alternative Services for Youth OASIS Program available to 14 and 15 year old adolescents residing in foster home/relative care; and

WHEREAS, pursuant to Section 12.0, **CHANGES AND AMENDMENTS**, of the Agreement, the following changes are made to the Agreement; and

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following amendments:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended to read as follows:

Exhibits A, B1, B2, B3, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q and Attachments I - III set forth below are attached to and incorporated by reference in this Agreement.

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is amended in part to add Exhibit Q titled as follows:

Exhibit Q -Safely Surrendered Baby Law

3. Section 5.0, **PAYMENT AND INVOICES**, is amended to add to the Agreement Subsection 5.13 which shall read as follows:

5.13 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of

COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

4. Section 42.0, **PROPRIETARY RIGHTS**, is deleted in its entirety and replaced with a new section 42.0 which shall read as follows:

42.0 PROPRIETARY RIGHTS

- 42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

- 42.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 42.4 for:
- 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 42.3;
- 42.5.2 Any materials, data and information covered under Section 42.2; and
- 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Agreement.
5. Section 49.0, **INTERPRETATION OF CONTRACT**, is deleted in its entirety and replaced with a new section 49.0 which shall read as follows:

49.0 INTERPRETATION OF CONTRACT

49.1 Validity

- 49.1.1 The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

49.2 Governing Laws, Jurisdiction and Venue

- 49.2.1 This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of

the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

49.3 Captions and Section Headings

49.3.1 Each paragraph and certain subparagraphs of this Agreement have been supplied with captions which serve only as guides to the contents. The captions do not control the meaning of any paragraph or subparagraph or in any way determine this Agreement's interpretation or meaning.

49.4 Waiver

49.4.1 Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

6. Section 50.0, **MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**, is added to the Agreement to read as follows:

50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. *(There are underscores in the address between the words 'doing business' and 'main db'.)*

7. Section 51.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to the Agreement to read as follows:

51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, where and how to safely surrender a baby. The fact sheet is set forth in Exhibit Q of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8. Section 52.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to the Agreement to read as follows:

52.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

9. Exhibit A, **STATEMENT OF WORK**, is amended to add a **Preamble** Section before the Introduction Section and shall read as follows:

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how

well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

10. Exhibit A, **STATEMENT OF WORK**, Section 3.0, **SELECTION PROCESS FOR PARTICIPATION IN OASIS PROGRAM**, is deleted in its entirety and replaced with a new section 3.0 which shall read as follows:

3.0 SELECTION PROCESS

The Program is designed to provide educational support and constructive alternatives for adolescents, ages 14-18, residing in foster home/relative care and enrolled in the Independent Living Program (ILP) in Region 2.

DCFS ILP Region 2 staff will identify at least ninety (90) adolescents per twelve (12) month period to participate in the OASIS Program. Some adolescents may continue the Program beyond a 12-month period. The youth enrolled in the Program have been identified as “high-risk” due to their high truancy rate and other anti-social behaviors. These youth will display one or more of the following characteristics:

- Poor attendance at school
- Marginal academic achievement and/or low probability of advancing to high school or completing high school prior to exiting foster care
- Little or no previous job experience
- Involved in gang activities
- Limited or lack of family and/or community support
- Appear to have low self motivation
- History of victimization and/or substance abuse
- Negative involvement with law enforcement
- History of runaways or temporary periods of homelessness
- Adolescent parents without adequate parenting skills and/or child care

11. Exhibit A, **STATEMENT OF WORK**, Section 5.0, **SPECIFIC TASKS**, Subsection 5.2.5 is deleted in its entirety and replaced with a new subsection 5.2.5 which shall read as follows:

5.2.5 CONTRACTOR shall encourage school counselors, teachers and administrators from the participating junior high schools and high schools in the Los Angeles Unified School District to participate in workshops. The participation of school counselors, teachers, and administrators will establish a support network for the participants and facilitate their utilizing the educational services offered by the school.

12. Exhibit A, **STATEMENT OF WORK**, Section 5.0, **SPECIFIC TASKS**, Subsection 5.2.6 is deleted in its entirety and replaced with a new subsection 5.2.6 which shall read as follows:

5.2.6 Workshops shall cover the following issues during each twelve (12) month period:

- Proper study skills
- Presentation of educational resources available at the participating junior high schools and high schools
- Test taking techniques
- Procedures/requirements for enrolling in specialized school services
- Distribution of educational material (study guides for mathematics, reading, history, etc.)
- Building positive self-esteem

13. Exhibit A, **STATEMENT OF WORK**, Section 5.0, **SPECIFIC TASKS**, Subsection 5.3.2.1 is deleted in its entirety and replaced with a new subsection 5.3.2.1 which shall read as follows:

5.3.2.1 CONTRACTOR shall visit each youth's school at least once per quarter to:

- Check on the progress of each youth's educational plan;
- Determine specific educational services required for each youth; and
- Determine classes required for each youth to advance to high school or graduate from high school.

14. Exhibit C, **JOB AND PERFORMANCE REQUIREMENT SUMMARY**, Description of Services, is deleted in its entirety and replaced with a new Description of Services as set forth below. All other provisions of Exhibit C shall remain in effect.

Description of Services

CONTRACTOR shall provide a wide range of alternative services/activities and educational support services for adolescents, ages 14-18, who are in foster care (foster family homes, relatives' homes and group homes).

EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NO. 74156 SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**Amendment Number One to Agreement Number 74156
with National Family Life and Education Center
for Alternative Services for Youth - OASIS Program**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

National Family Life and Education
Center

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

95-4423621
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
Deputy County Counsel

No shame No blame No names

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**

State of California Gray Davis, Governor Health and Human Services Agency Grantland Johnson, Secretary Department of Social Services Rita Saenz, Director	Los Angeles County Board of Supervisors Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District
---	---

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If someone you know is considering
abandoning a newborn, let her know there are
other options.**

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.

**AMENDMENT NUMBER ONE
To
Agreement Number 74157 with
National Family Life and Education Center
for
Alternative Services for Youth
Rites of Passage Program**

AMENDMENT NUMBER ONE
To Agreement Number 74157 with
National Family Life and Education Center
for Alternative Services for Youth
Rites of Passage Program

THIS AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74157 ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, HEREFTER "COUNTY", AND NATIONAL FAMILY LIFE AND EDUCATION CENTER, HEREFTER "CONTRACTOR", FOR PROVISION OF ALTERNATIVE SERVICES FOR YOUTH DATED SEPTEMBER 17, 2002 AND AMENDED THIS _____ DAY OF _____ 2003.

WHEREAS, the purpose of this Amendment is to make participation in the Alternative Services for Youth Rites of Passage Program available to 14 and 15 year old adolescents residing in foster home/relative care; and

WHEREAS, pursuant to Section 12.0, **CHANGES AND AMENDMENTS**, of the Agreement the following changes are made to the Agreement; and

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following amendments:

1. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.2 is amended to read as follows:

Exhibits A, B1, B2, B3, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q and Attachments I – III set forth below are attached to and incorporated by reference in this Agreement.

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsection 1.3 is amended in part to add Exhibit Q titled as follows:

Exhibit Q -Safely Surrendered Baby Law

3. Section 5.0, **PAYMENTS AND INVOICES**, is amended to add to the Agreement Subsection 5.13 which shall read as follows:

5.13 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

4. Section 42.0, **PROPRIETARY RIGHTS**, is deleted in its entirety and replaced with a new section 42.0 which shall read as follows: :

42.0 PROPRIETARY RIGHTS

- 42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

- 42.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 42.4 for:
- 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 42.3;
- 42.5.2 Any materials, data and information covered under Section 42.2; and
- 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Agreement.
5. Section 49.0, **INTERPRETATION OF CONTRACT**, is deleted in its entirety and replaced with a new section 49.0 which shall read as follows:

49.0 INTERPRETATION OF CONTRACT

49.1 Validity

- 49.1.1 The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

49.2 Governing Laws, Jurisdiction and Venue

- 49.2.1 This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of

the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

49.3 Captions and Section Headings

49.3.1 Each paragraph and certain subparagraphs of this Agreement have been supplied with captions which serve only as guides to the contents. The captions do not control the meaning of any paragraph or subparagraph or in any way determine this Agreement's interpretation or meaning.

49.4 Waiver

49.4.1 Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

6. Section 50.0, **MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**, is added to the Agreement to read as follows:

50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. *(There are underscores in the address between the words 'doing business' and 'main db'.)*

7. Section 51.0, **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**, is added to the Agreement to read as follows:

51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, where and how to safely surrender a baby. The fact sheet is set forth in Exhibit Q of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8. Section 52.0, **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**, is added to the Agreement to read as follows:

52.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

9. Exhibit A, **STATEMENT OF WORK**, is amended to add a **Preamble** Section before the Introduction Section to read as follows:

PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how

well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

10. Exhibit A, **STATEMENT OF WORK**, Section 3.0, **SELECTION PROCESS FOR PARTICIPATION IN RITES OF PASSAGE PROGRAM**, is deleted in its entirety and replaced with a new section 3.0 which shall read as follows:

3.0 SELECTION PROCESS

The Program is designed to provide educational support and constructive alternatives for adolescents, ages 14-18, residing in foster home/relative care and enrolled in the Independent Living Program (ILP) in Region 6.

DCFS ILP Region 6 staff will identify approximately two hundred fifty (250) out-of-home care adolescents in a twelve (12) month period to participate in the Program. All of the adolescent participants will display one or more of the following characteristics:

- Poor attendance at school
- Marginal academic achievement and/or low probability of advancing to high school or completing high school prior to exiting foster care
- Little or no previous job experience
- Involved in gang activities
- Limited or lack of family and/or community support
- Appear to have low self motivation
- History of victimization and/or substance abuse
- Negative involvement with law enforcement
- History of runaways or temporary periods of homelessness
- Adolescent parents without adequate parenting skills and/or child care

11. Exhibit A, **STATEMENT OF WORK**, Section 5.0, **SPECIFIC TASKS**, Subsection 5.2.5 is deleted in its entirety and replaced with a new subsection 5.2.5 which shall read as follows:

5.2.5 CONTRACTOR shall encourage school counselors, teachers and administrators from the participating junior high school and high schools in the Los Angeles Unified School District to participate in workshops. The participation of school counselors, teachers, and administrators will establish a support network for the participants and facilitate their utilizing the educational services offered by the school.

12. Exhibit A, **STATEMENT OF WORK**; Section 5.0, **SPECIFIC TASKS**, Subsection 5.2.6 is deleted in its entirety and replaced with a new subsection 5.2.6 which shall read as follows:

5.2.6 Workshops shall cover the following issues during each twelve (12) month period:

- Proper study skills
- Presentation of educational resources available at the participating junior high schools and high schools
- Test taking techniques
- Procedures/requirements for enrolling in specialized school services
- Distribution of educational material (study guides for mathematics, reading, history, etc.)
- Building positive self-esteem

13. Exhibit A, **STATEMENT OF WORK**, Section 5.0, **SPECIFIC TASKS**, Subsection 5.3.2.1 is deleted in its entirety and replaced with a new subsection 5.3.2.1 which shall read as follows:

5.3.2.1 CONTRACTOR shall visit each youth's school at least once per quarter to:

- Check on the progress of each youth's educational plan;
- Determine specific educational services required for each youth; and
- Determine classes required for each youth to advance to high school or graduate from high school.

14. Exhibit C, **JOB AND PERFORMANCE REQUIREMENT SUMMARY**, Description of Services, is deleted in its entirety and replaced with a new Description of Services as set forth below. All other provisions of Exhibit C shall remain in effect.

Description of Services

CONTRACTOR shall provide a wide range of alternative services/activities and educational support services for adolescents, ages 14-18, who are in foster care (foster family homes, relatives' homes and group homes).

EXCEPT AS PROVIDED IN THIS AMENDMENT NUMBER ONE, ALL OTHER TERMS AND CONDITIONS OF AGREEMENT NUMBER 74157 SHALL REMAIN UNCHANGED AND BE IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**Amendment Number One to Agreement Number 74157
with National Family Life and Education Center
for Alternative Services for Youth - Rites of Passage Program**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

National Family Life and Education
Center

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

95-4423621
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
Deputy County Counsel

No shame No blame No names

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**

State of California Gray Davis, Governor Health and Human Services Agency Grantland Johnson, Secretary Department of Social Services Rita Saenz, Director	Los Angeles County Board of Supervisors Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District
---	---

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life.
If someone you know is considering
abandoning a newborn, let her know there are
other options.**

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.